

Project Name or Subdivision Name:

Movado Village Subdivision

Sanitary Sewer & Water Main Easement Number: 2

Identify this Easement by sequential number if the project contains more than one easement of this type. See instructions/checklist for additional information.

For Internal Use Only

Record Number: ESMT-2024-0036

SANITARY SEWER AND WATER MAIN EASEMENT

THIS Easement Agreement made this day of 20 between Meridian Movado Village Investors, LP and C4 Investments, LLC ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a sanitary sewer and water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the sanitary sewer and water is to be provided for through underground pipelines to be constructed by others; and

WHEREAS, it will be necessary to maintain and service said pipelines from time to time by the Grantee;

NOW, THEREFORE, in consideration of the benefits to be received by the Grantor, and other good and valuable consideration, the Grantor does hereby give, grant and convey unto the Grantee the right-of-way for an easement for the operation and maintenance of sanitary sewer and water mains over and across the following described property:

(SEE ATTACHED EXHIBITS A and B)

The easement hereby granted is for the purpose of construction and operation of sanitary sewer and water mains and their allied facilities, together with their maintenance, repair and replacement at the convenience of the Grantee, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, the said easement and right-of-way unto the said Grantee, its successors and assigns forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after making repairs or performing other maintenance, Grantee shall restore the area of the easement and adjacent property to that existent prior to undertaking such repairs and maintenance. However, Grantee shall not be responsible for repairing, replacing or restoring anything placed within the area described in this easement that was placed there in violation of this easement.

THE GRANTOR covenants and agrees that Grantor shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs.

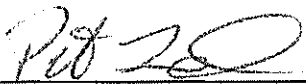
THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

THE GRANTOR does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the aforementioned and described tract of land, and that Grantor has a good and lawful right to convey said easement, and that Grantor will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written:


GRANTOR: Meridian Movado Village Investors, LP
by Ferguson & Brewer Investment Company, its GP

 _____, as president of the GP

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on _____ (date) by _____ (name of individual), [complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity] on behalf of Meridian Movado Village Investors, LP (name of entity on behalf of whom record was executed), in the following representative capacity: President of the General Partner, a corporation (type of authority such as officer or trustee)

(stamp)
See attached OA Ack
for notarial Seal



Notary Signature
My Commission Expires: NOV 9 2023

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Butte

On Sept 22, 2023 before me, Shirley Ahumada "Notary Public"
Date Here Insert Name and Title of the Officer

personally appeared Peter Leonard
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shirley Ahumada
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Sanitary Sewer and water main Easement

Document Date: 9/22/2023 Number of Pages: 6

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

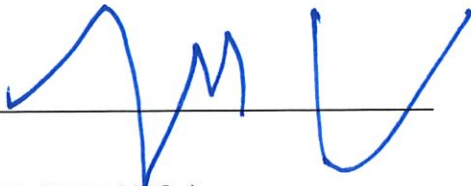
Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

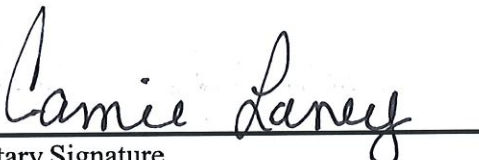
GRANTOR: C4 Investments LLC

A handwritten signature in blue ink, appearing to be "Jim Conger", written over a horizontal line.

STATE OF IDAHO)
) ss
County of Ada)

This record was acknowledged before me on 10/9/2023 (date) by Jim Conger (name of individual), [complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity] on behalf of C4 Investments LLC (name of entity on behalf of whom record was executed), in the following representative capacity: member (type of authority such as officer or trustee)



A handwritten signature in black ink, appearing to be "Camie Laney", written over a horizontal line.

Notary Signature
My Commission Expires: 8-3-2026

GRANTEE: CITY OF MERIDIAN

Robert E. Simison, Mayor

Attest by Chris Johnson, City Clerk

STATE OF IDAHO,)
) ss.
County of Ada)

This record was acknowledged before me on _____ (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

(stamp)

Notary Signature
My Commission Expires: _____

EXHIBIT A



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

20 Foot City of Meridian Utility Easement Legal Description

BASIS OF BEARINGS is South 89°13'35" East between a brass cap, marking the N1/4 corner of Section 21 and an aluminum cap, marking the northeast corner of Section 21, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho.

A parcel of land located in the NW1/4 of the NE1/4 of Section 21, Township 3 North, Range 1 East, Boise Meridian, City of Meridian, Ada County, Idaho, more particularly as follows:

COMMENCING at a found brass cap, marking the N1/4 corner of said Section 21;

Thence South 89°13'35" East, coincident with the north line of said NW1/4 of the NE1/4, a distance of 1338.43 feet to the E1/16 corner of said Section 21;

Thence South 00°24'28" West, coincident with the east line of the NW1/4 of the NE1/4 of said Section 21, a distance of 48.00 feet to the southerly right of way of E. Overland Road;

Thence continuing South 00°24'28" West, coincident with said east line, 138.35 feet;

Thence leaving said east line, North 89°35'32" West, 8.00 feet to the **POINT OF BEGINNING**;

Thence South 00°24'28" West, parallel with said east line, 584.62 feet;

Thence North 89°35'32" West, 20.00 feet;

Thence North 00°24'28" East, parallel with said east line, 111.23 feet;

Thence North 89°13'36" West, 13.58 feet;

Thence South 00°24'28" West, parallel with said east line, 17.89 feet;

Thence North 89°35'32" West, 20.00 feet;

Thence North 00°24'28" East, parallel with said east line, 18.02 feet;

Thence North 89°13'36" West, 38.82 feet;

Thence North 00°46'25" East, 20.00 feet;

Thence South 89°13'36" East, 36.01 feet;

Thence North 00°00'00" West, 10.06 feet;

Thence North 90°00'00" East, 36.33 feet;

Thence North 00°24'28" East, parallel with said east line, 422.84 feet;

Thence North 89°35'32" West, 151.18 feet;

Thence South 21°16'25" East, 12.80 feet;

Thence South 68°43'35" West, 20.00 feet;

Thence North 21°16'25" West, 7.29 feet;

Thence South 71°29'32" West, 17.43 feet to the beginning of a non-tangent curve to the right;

Thence 34.25 feet along the arc of said curve, with a radius of 279.00 feet, a central angle of 7°02'03", subtended by a chord bearing of North 18°56'35" West, 34.23 feet;

Thence North 71°29'32" East, 12.46 feet;

Thence North 17°16'50" West, 15.10 feet;

Thence North 72°43'10" East, 20.00 feet;

Thence South 17°16'50" East, 19.56 feet;

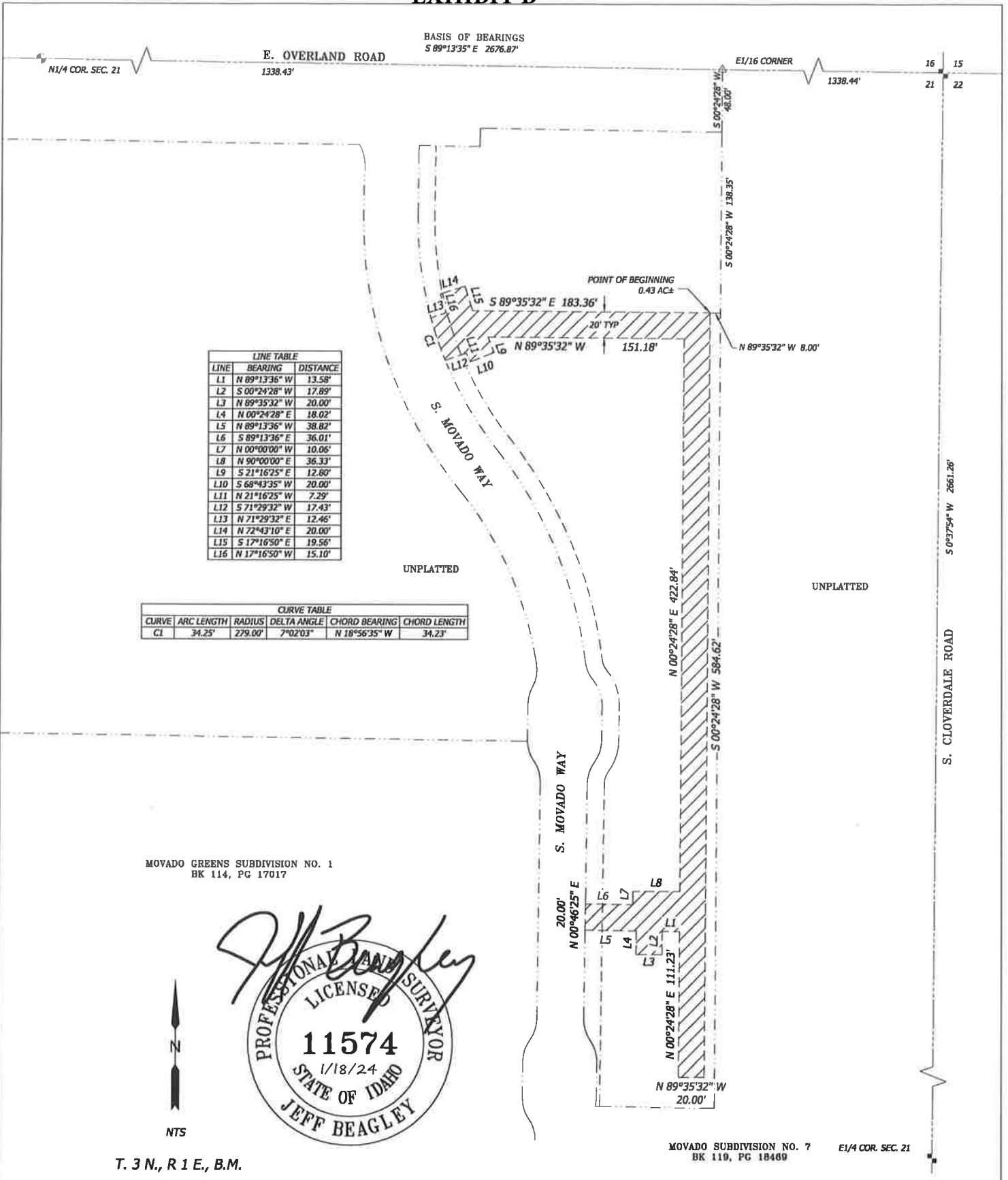
Thence South 89°35'32" East, 183.36 feet to the **POINT OF BEGINNING**.

The above described easement contains 0.43 acres, more or less.



EXHIBIT B

BASIS OF BEARINGS
S 89°13'35" E 2676.87'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°13'36" W	13.58'
L2	S 00°24'28" W	17.89'
L3	N 89°35'32" W	20.00'
L4	N 00°24'28" E	18.02'
L5	N 89°13'36" W	38.82'
L6	S 89°13'36" E	36.01'
L7	N 00°00'00" W	10.06'
L8	N 90°00'00" E	36.33'
L9	S 21°16'25" E	12.80'
L10	S 68°43'35" W	20.00'
L11	N 21°16'25" W	7.29'
L12	S 71°29'32" W	17.43'
L13	N 71°29'32" E	12.46'
L14	N 72°43'10" E	20.00'
L15	S 17°16'50" E	19.56'
L16	N 17°16'50" W	15.10'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
CL	34.25'	279.00'	7°02'03"	N 18°56'35" W	34.23'

MOVADO GREENS SUBDIVISION NO. 1
BK 114, PG 17017

MOVADO SUBDIVISION NO. 7
BK 119, PG 18469

11574
 1/18/24
 STATE OF IDAHO
 JEFF BEAGLEY



NTS

T. 3 N., R 1 E., B.M.

PROJECT:
 20-FOOT CITY OF MERIDIAN UTILITY
 EASEMENT
 NW1/4 OF THE NE1/4, SECTION 21
 CITY OF MERIDIAN,
 ADA COUNTY, IDAHO

OWNER/DEVELOPER:
 BRECKON LAND DESIGN

DATE: 1/2024



2030 S. WASHINGTON AVE.
 EMMETT, ID 83617
 P: (208) 398-8104
 F: (208) 398-8105

WWW.SAWTOOTHLS.COM

DWG #
121341-EX

PROJECT#
121341

SHEET
1 OF 1